

MEMORANDUM OF UNDERSTANDING
BETWEEN
CNMI OFFICE OF VOCATIONAL REHABILITATION
AND
NORTHERN MARIANAS TECHNICAL INSTITUTE

This Memorandum of Understanding (hereinafter referred to as “MOU”) is made between the Northern Marianas Technical Institute (hereinafter referred to as “NMTech”) and the CNMI Office of Vocational Rehabilitation (hereinafter referred to as “OVR”) – hereinafter referred to as the “Parties” – to support collaboration and partnership between the parties in order to meet the educational, training, and job placement needs of mutual clients with disabilities (commonly referred to as “consumers”).

RECITALS

A. Established in 1975, OVR is a Federal-State partnership agency that assists eligible individuals with disabilities residing in Saipan, Tinian, and Rota to achieve competitive integrated employment. OVR provides a variety of services pursuant to this purpose, including, but not limited to: vocational counseling and guidance, information and referral, vocational and other training services, transportation, job search and job placement assistance, rehabilitation technology, and other goods and services determined necessary for the consumer to achieve an employment outcome. OVR’s mission is to increase employment and promote independence among eligible individuals with disabilities throughout the Commonwealth of the Northern Mariana Islands. In 2005 and through Public Law 14-81, OVR was transferred from the Department of Public Health to the Office of the Governor. *(Note: Pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act (“Welfare Reform Act”), federal law restricts the availability of “federally public benefits” to U.S. citizens and nationals, lawfully admitted permanent resident aliens, refugees, asylees, parolees, and other immigrants authorized by the Attorney General to work in the United States. Most qualified aliens are subject to a five-year barring period before they are eligible for “federal public benefits,” which means (A) any grant, contract, loan, professional license, or commercial license provided by an agency of the United States or by appropriated funds of the United States; and (B) any retirement, welfare,*

health, disability, public or assisted housing, postsecondary education, food assistance, unemployment benefit, or any other similar benefit for which payments or assistance are provided to an individual, household, or family eligibility unit by an agency of the United States or by appropriated funds of the United States.)

B. NMTech was founded in 2008 as a non-profit educational institute and transitioned to a non-profit public corporation established by Public Law 20-92 to provide advanced career, technical and trades programs within a work-based, hands-on learning environment that promotes skills building through job site apprenticeship and/or internship experiences, all of which are designed to meet the labor and economic development needs of the CNMI. NMTech's mission is to invest in students by providing advanced trades, career and technical education to produce skilled individuals and strengthen the CNMI workforce.

RESPONSIBILITIES OF THE PARTIES:

A. Roles and Responsibilities of OVR:

- Refer clients to NMTech as appropriate.
- On a quarterly basis, the OVR director will provide NMTech a list that includes the names of consumers covered for payment of tuition & fees and books & supplies.
- Collaborate with NMTech in the coordination and provision of services, to include reasonable accommodations to mutual consumers to ensure their equal access to educational/trades programs and activities.
- Transmit to NMTech the approved Authorizations for Services (A/S) in a timely manner. The A/S is a binding agreement for payment of tuition & fees and book & supplies.
- Provide OVR program information to NMTech for dissemination to students.
- Upon invitation, participate in NMTech's One-Stop initiative (aka "Co-Location") in an effort to increase OVR program exposure.
- Conduct an annual training to NMTech faculty and staff on topics such as disability awareness and sensitivity, accommodations, etc.

- Meet with NMTech, as needed and in a timely fashion, to address concerns and successes as well ensure the smooth implementation of this MOU.
- Share information with NMTech in accordance with applicable laws and regulations.
- Abide by confidentiality laws.

B. Roles and Responsibilities of NMTech:

- Refer students with disabilities to OVR as appropriate.
- Collaborate with OVR in the coordination and provision services, to include reasonable accommodations to mutual consumers to ensure their equal access to educational/trades programs and activities.
- Invite OVR to participate in NMTech's One-Stop initiative to share information for the benefit of various stakeholders.
- NMTech will maximize to the extent possible comparable benefits such as financial assistance awarded to mutual consumers prior to forwarding any unpaid invoices for tuition & fees and books & supplies to OVR for payment. (*Note: OVR is the last payer.*)
- Accept OVR's Authorization for Services (A/S) as a binding agreement for payment for the NMTech Finance Office pending the release and issuance of a Purchase Order (PO).
- With a signed consent, NMTech will provide OVR with the following information:
 - At the end of the semester:
 - Grades or transcript
 - Prior to the start of a new semester:
 - Class schedule
 - Financial aid information
 - Quotation for tuition & fees and book & supplies
- Address any concerns with OVR in a timely manner.
- Share information with OVR in accordance with applicable laws and regulations.
- Abide by confidentiality laws.

GENERAL TERMS AND CONDITIONS

A. The term of this MOU shall be for one (1) year from the effective date, with automatic renewal annually unless canceled in writing by either party at least thirty (30) days prior to the expiration date. However, this MOU shall not be canceled while a class or on-the-job training is on-going.

B. Neither party shall be liable for any delay or failure to meet its obligations pursuant to this MOU due to circumstances beyond its reasonable control.

C. NMTech and OVR agree to safeguard personally identifiable information from the student records.

D. The parties to this MOU hereby agree that no person may discriminate against an individual who is a participant in a program or activity that receives funds under Section 188 of the Workforce Innovation and Opportunity Act, with respect to the terms and conditions affecting, or rights provided to, the individual, solely because of the status of the individual as a participant.

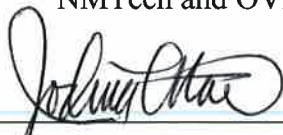
E. NMTech and OVR shall maintain communications with relevant departmental directors and/or managers, faculty and staff to promote the enhancement of available relevant programs and/or curriculum that may serve a cross-cutting purpose.

F. NMTech and OVR shall come to amicable agreements on all disputes.

G. Any amendment or waiver to this MOU will only be effective if it is in writing and signed by both parties.

AUTHORIZING SIGNATURES

NMTech and OVR hereto have executed this MOU as of the last date written below:



Jodina C. Attao
Chief Executive Officer
Northern Marianas Technical Institute

Date: 2/28/2023



James M. Rayphand
Director
Office of Vocational Rehabilitation

Date: 2/28/23